This form furnished by: Cahaba Title. Inc. 988-5600

This instr	ment	was prepare		P. P.	٠.	•	_	) }
(Name)	Gai	Owen		<u> </u>	ř	<u>'</u>	1 10 68	. ;
(Address)		1		.:}		· .	$\bar{\beta} + \bar{\beta}$	1 1
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## MORTGAGE

## STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Freida Poe

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

L. Douglas Joseph

of Thirteen Thousand, Six Hundred and no/100----- Dollars (\$ 13,600.00), evidenced by one promissory note of even date, bearing interest as shown thereon

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Freida Poe

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

Commence at the Southwest corner of the SW 1/4 of SW 1/4, Section 1, Township 22 South, Range 1 West and run thence North along the West line thereof a distance of 1311.80 feet; thence East along the North line of said 1/4-1/4 a distance of 1332.61 feet to the point of beginning; thence continue East in the same direction a distance of 1307.73 feet to a point on the East line of NE 1/4 of SW 1/4; thence North along the East line of said NE 1/4 of SW 1/4 a distance of 662.27 feet; thence run West and parallel with the South line thereof a distance of 1314.81 feet to the West line of said NE 1/4 of SW 1/4; thence South along said West line of NE 1/4 of SW 1/4 a distance of 673.61 feet to the point of beginning.

Subject to a 30 foot right of way for a roadway on the south side thereof.

Also the right of ingress and egress over and along the existing 60 foot right of way leading in a westerly direction to the Butter & Egg Road which has heretofore been granted as a public road.

Mining and mineral rights excepted.

This is not the homestead of the mortgagor.

No timber may be cut from subject property without prior written approval of mortgagee. In the event timber is cut, the harvesting is to be done by Joseph Forest and Land all stumpage monies are to be applied to unpaid principal mortgage balance.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sums expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by the law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession,

To Have and to Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indeftedness,

282	after giving twenty-one days' newspaper published in County House door of said County, (or of the sale: First, to the expension that may have been expended, Third, to the payment of said is be collected beyond the day of Mortgagee, agents, or assigns treasonable attorney's fee to said be a part of the debt hereby said	and State, sell the same if the division thereof) where se of advertising, selling a or that it may then be named indebtedness in full, wheth sale; and Fourth, the ball may bid at said sale and if d Mortgagee or assigns, for	in lots or parcels or said property is locally and conveying, included eccessary to expend the same shall cance, if any, to be purchase said property.	en masse as More cated, at public out uding a reasonable, in paying insura- or shall not have for turned over to the erty, if the highes	rtgagee, agents or a story, to the highest le attorney's fee; So ince, taxes, or othe fully matured at the e said Mortgagor a t bidder therefor; a	assigns deem best, it bidder for cash, an econd, to the payner incumbrances, whe date of said sale, and undersigned further and undersigned furthers.	in front of the place of apply the place of any a with interest to but no interest there agree to the agree of the agree o	e Court proceeds amounts thereon; est shall hat said to pay a
PACE	IN WITNESS WHEREOF	the undersigned						
218	have hereunto set	signature	and seal, this	Frede	in Da	cember	, 19 88	(SEAL)
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			-				·	(SEAL)
• -	THE STATE of Alaba Shelby	COUNTY	,	a No	stant Public in s	and for said Co	untv in sai	d state
	hereby certify that b' Fr			, a 140	dary rubiic iii a	ind for said Co.	ancy, in sur	· suzte,
	whose name is signed being informed of the cor Given under my hand	to the foregoing converse of the converse	reyance, and what have she executed the sheet execu	day of	Degember	ie gay the same	bears date.	88.
	THE STATE of	COUNTY	I CERTII NSTRUMEN 88 DEC 16	AM 9: 30				
	l,			a No	otary Public in	and for said cou	unty, in said	d State,
	hereby certify that		JUDGE O	FPROBATE				
	whose name as is signed to the foreg being informed of the cor and as the act of said co Given under my hand	rporation.	nd who is kr nce, he, as such	of nown to me officer and wit day of	1. Dood Tax	\$	, a corpoint this day ame volunta	
	•				2 Mig Tax	20.40	Notary	Public
	Q.	MORTGAGE		Collictor Tille-Inc.	3. Recording F	Fee_S.EL ee 1.00 96.44	This form furnished by haba Title, inc.	2068 Valleydale Road hingham, Alabama 35244 Thone (205) 988-5600
	Return to:	STATE OF COUNTY (				Recording	<b>1 9</b>	Birmingh Phone